

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-8 – GENERAL CONDITIONS AND SPECIAL CONDITIONS

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GENERAL CONDITIONS

GC-1. SAFETY

- 1.1 The Contractor acknowledges that safety is of prime importance to DOE, and the Contractor shall cooperate with DOE in efforts to prevent injuries to personnel and to comply with all applicable safety rules and regulations.

GC-2. COMPLETION OF THE WORK

- 2.1 When the Contractor deems the work completed, the Contractor shall give written notice thereof to DOE. Within fifteen (15) work days after receipt of such notice, DOE will determine if the work has been completed as required and advise the Contractor in writing either: (i) that the work has been completed; or (ii) that the work has not been completed, stating reasons there for. In the event the DOE advises the Contractor that the work is not complete, the Contractor will promptly complete the work and give written notice to DOE when it has done so. The procedure stated herein shall be repeated until the work has been satisfactorily completed and the Certificate of Completion has been submitted by the Contractor and accepted in writing by DOE. The work will be deemed complete as of the date of DOE's notice to the Contractor to that effect. The procedure set forth in this GC-2 shall in no way limit DOE's rights or the Contractor's obligations under FAR 52.246-21 *Warranty of Construction* and GC-3 "Materials". No delivery of any product shall be considered made or complete until such product is completely delivered to DOE's physical possession and control in its entirety, including, but not limited to, replacement of any defective parts.
- 2.2 DOE shall issue a notice of provisional acceptance for individual portions that have been satisfactorily inspected subject only to DOE's final acceptance of the work as a whole.
- 2.3 DOE's written notice of final acceptance of the work under this contract shall be final and conclusive except with regard to latent defects, fraud, or such gross mistakes as amount to fraud, or with regard to DOE's rights under FAR 52.246-21 *Warranty of Construction* and the General Condition entitled "Materials".

GC-3. MATERIALS

- 3.1 All of the equipment, material, supplies and other items to be furnished by the Contractor and incorporated into the project scope shall be new, unused, of first rate quality, suitable for use in the work and in strict conformity with the Contract Documents.
- 3.2 Unless specified otherwise in the contract, the following shall apply:
 - (1) The Contractor shall at all times and in a manner reasonably satisfactory to DOE, cover and protect from damage, loss, theft or destruction all equipment, materials, supplies and other items which are to be used in the performance of, or incorporated into, the work at the work site. The Contractor is solely responsible for all equipment, materials, supplies and other items stored by it at the work site, and any shortages thereof will be replaced by the Contractor at its expense.

- (2) The Contractor shall, at its expense, promptly repair, restore or replace any property of DOE or their respective other contractors which the Contractor or any of its subcontractors damages, destroys or loses.

GC-4. ILLUMINATION AND SIGNAGE

- 4.1 When any work is performed at night or where daylight is obscured, the Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily, and safely to permit thorough inspection. During such time periods, the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a safe manner and meet all applicable codes and standards.
- 4.2 The Contractor shall post signage as required by and in accordance with applicable laws, regulations, ordinances and/or the contract. In the event the Contractor proposes to post signage other than that as required above, the Contractor shall provide to the DOE a description of the proposed signage to be posted, including size, color, content, configuration, sign location and the duration the sign is to remain in place.

GC-5. WORK SITE

- 5.1 Prior to moving any equipment or personnel to the work site, the Contractor shall review and become familiar with work site programs and procedures and the Contractor and its subcontractors shall fully and strictly comply with same.
- 5.2 Any temporary construction buildings and sanitary facilities provided by the Contractor shall conform to work site and permit requirements.
- 5.3 The Contractor shall perform site clean-up regularly (including on a daily basis if necessary or directed by DOE) in order to keep that area of the work site on which it performs any work hereunder clean and free from accumulation of petroleum, waste materials (including, without limitation, any waste Hazardous Materials that were brought to or disturbed or released upon or near the work site by the Contractor or its subcontractors or were created or disturbed or released as a result of, or in connection with, the performance by the Contractor or any of its subcontractors of the work), rubbish and other debris resulting from the performance of the work.
- 5.4 The Contractor shall repair or replace, at its expense, any work or property which it, or any of its subcontractors, damages.
- 5.5 The Contractor shall conduct inspections to determine if those areas of the work site used by the Contractor and any of its subcontractors to perform the work are safe for the performance thereof and the Contractor accepts the sole, non-delegable responsibility for providing a safe place to work for its employees and the employees of its subcontractors and for the adequacy of and required use of all safety equipment.

- 5.6 The Contractor shall clean up the work site daily. Dust control and minimized off-site tracking of sediments from and within the work site are also required. Waste and debris shall not be allowed to accumulate in such quantities as to create an unsightly appearance or a safety or fire hazard, nor shall it interfere in any way with free access to, or operation of, existing facilities.
- 5.7 Construction debris stockpiled for later removal, with or without a surrounding barrier, shall have a sign at the location identifying the Contractor stockpiling the materials and the applicable project name.
- 5.8 Upon completion of the work and prior to final payment, the Contractor shall at its expense satisfactorily dispose of all rubbish; remove all plant, buildings, equipment, and materials belonging to the Contractor. The Contractor shall leave the premises in a neat, clean, and safe condition.
- 5.9 The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which do not interfere with the work required under this contract.
- 5.10 In the event of the Contractor's failure to comply with the foregoing requirements, DOE may accomplish it at the Contractor's expense.

GC-6. HAZARDOUS MATERIALS

- 6.1 The Contractor shall notify DOE immediately upon the discovery of the presence of any hazardous material on, or the release of hazardous material on or from, the work site, and shall proceed in accordance with GC-6.2 hereof in connection therewith.
- 6.2 In the event a hazardous material is discovered to exist at the work site and is one for which the Contractor is responsible pursuant to GC-6.3 hereof, the Contractor shall notify DOE of the presence thereof and be responsible for responding to and handling such hazardous material (including but not limited to the condition resulting from the presence thereof) in compliance with the requirements of all applicable laws and as directed by DOE. In the event a hazardous material is discovered to exist at the work site and is not one for which the Contractor is responsible pursuant to GC-6.3 hereof, the Contractor shall immediately notify DOE of the presence thereof and thereafter proceed with the performance of the work as directed by DOE or otherwise.
- 6.3 The Contractor is responsible for any hazardous material that the Contractor or any of its subcontractors creates, brings to or disturbs or releases upon or near the work site.
- 6.4 Nothing furnished by the Contractor in the performance of the work shall contain asbestos (i.e. shall be "asbestos-free").

GC-7. DOE INFORMATION

- 7.1 No information, including but not limited to, estimated quantities, bills of materials, lists, weights or quantities of materials or structures which have been or may be furnished to the Contractor under the contract are warranted or guaranteed as to accuracy, completeness or otherwise. They may or may not be accurate in any or all particulars, and they shall not be considered as finally correct, sufficiently complete or accurately covering any portion or all of the work to be done under the contract.

SPECIAL CONDITIONS

SC-1. POSSIBILITY OF CONTAMINATION OF CONTRACTOR-OWNED MATERIALS AND EQUIPMENT

Prior to Contractor equipment arriving at the site, the Contractor shall record the specific radioactive contaminants that could be left over from previous work. The Contractor shall survey equipment upon arrival at the work site to establish a radiation contamination profile as a baseline. The equipment shall meet DOE's health physics standards for radioactivity before it will be permitted to enter the work site. Information regarding these standards is prescribed in DOE Order 458.1 Change 3, *Radiation Protection of the Public and the Environment*. Any radioactive contaminants that are present must be fixed and shall not exceed the levels prescribed. Any preliminary decontamination required to remove radioactive contaminants shall be performed by the Contractor and will be performed at the Contractor's expense. The Contractor will be solely responsible for the disposal of all wastes generated, in compliance with the approved Waste Management Plan, as a result of preliminary decontamination to remove radioactive contaminants.

To the extent practicable, the equipment shall also be free of non-radioactive hazardous contaminants upon arrival at the work site. Verification shall be supplied by the Contractor that the equipment does not contain hazardous contaminants upon arrival, including residual hazardous contaminants that might be hidden inside equipment. In the event that the equipment is found to be contaminated with non-radioactive hazardous contaminants upon arrival, the Contractor will not be permitted to commence work until the equipment is free of significant (non-trace) contamination, as determined by DOE. Any preliminary decontamination to remove hazardous contaminants that may be required shall be performed by the Contractor and will be performed at the Contractor's expense. The Contractor shall be solely responsible for the disposal of all wastes generated, in compliance with the approved Waste Management Plan, as a result of preliminary decontamination to remove non-radioactive hazardous contaminants.

The Contractor shall survey and inspect all equipment throughout the course of performing the work. If the equipment contamination profile exceeds the required exit decontamination limits as prescribed by DOE Order 458.1 Change 3, *Radiation Protection of the Public and the Environment*, the Contractor shall carry out the necessary radioactive decontamination at the work site in accordance with the Contractor's approved procedures before removing the equipment from the work site.

If, after making reasonable efforts to decontaminate a piece of equipment, the Contractor determines that the required exit decontamination limit for the equipment is unattainable, it shall notify DOE accordingly. If DOE concurs with the determination that the required exit decontamination limits cannot reasonably be attained, the Contractor shall dispose of the equipment in accordance with the approved Waste Management Plan. The Contractor will be compensated for the appraised value of the major equipment considering age, condition, and value of similar equipment. If an agreed upon value cannot be negotiated, an independent appraiser may be used to determine value.

The Contractor is not required to decontaminate tools and accessories (e.g. hand drills, transfer pumps, hoses, etc.) because the nature and/or configuration of such items is not expected to be capable of being decontaminated through reasonable efforts. Therefore, the Contractor shall provide the COR, in advance of use, a list of tools and accessories to be utilized in performance of the work. If the Contractor can reasonably demonstrate that an item on the list became contaminated as a result of the performance of this work, the DOE will compensate the Contractor for the appraised value of the item considering the age, condition, and value of similar equipment. However, the Contractor will not receive compensation pursuant to this paragraph for contaminated tools, equipment, and accessories that are not identified or should have been identified, pursuant to this paragraph. Any contaminated tools and accessories shall be disposed of in accordance with the approved Waste Management Plan prior to removal from the work site.

SC-2. EXPLOSIVES

No explosives shall be transported to or utilized on the work site without prior written approval of DOE.

SC-3. SECURITY AND BADGING REQUIREMENTS

The Contractor, and all subcontractors who are custodians of Official Use Only or whose responsibilities include the generation, handling, use, storage, reproduction, transmission (including hand-carrying), and/or destruction of OUO matter, must successfully complete the Y-12 Operating Contractor's Controlled Unclassified Information training module. When a Contractor or subcontractor employee is transferred or terminated, or upon the individual's non-duty status exceeding 90 days, the immediate supervisor must ensure any OUO documents/holdings in the custody of the individual must be retrieved and transferred or reassigned to another qualified individual or destroyed.

The Contractor, including all subcontractors, must consider briefing requirements when scheduling work. The Y-12 Operating Contractor will present the initial security briefing, which is required prior to the receipt of a Y-12 Site access badge.

Foreign nationals may be permitted to perform work under valid contracts or to visit a DOE facility **with prior approval** from the COR and the Y-12 Operating Contractor and must meet the Y-12 Site access policy. Furthermore, the Contractor must submit to the COR and the Y-12 Operating Contractor an Unclassified Foreign National Visit/Assignment Security Plan for each foreign national when approval to visit or work on-site is requested. DOE and/or the Y-12 Operating Contractor must receive this information no less than 90 days prior to the anticipated visit or the beginning of the work on-site. Request for approval of a visit or on-site work by a foreign national may be denied. Denial will not constitute grounds for an equitable adjustment or constitute an excusable delay under the contract. All foreign nationals approved to enter the site must be continuously escorted 100 percent of the time while on site. Escorts for foreign national visitors/assignees must be U.S. citizens who have completed Host Escort training provided through the DOE or the Y-12 Site Contractor's Security Organization. Host reports must be submitted as directed by DOE and/or Y-12 Site Contractor's Security Organization.

Personnel are required to report the following to the Y-12 Site Contractor's Security Organization:

- Any event that is, or could become, an Incident of Security Concern
- Damage to DOE facility or theft/misuse of Government property
- Any knowledge of the use/presence of prohibited articles onsite
- Loss of badge
- Extended absences (Medical/military) of 90 days or longer
- Any unauthorized access to classified matter or Controlled Unclassified Information (i.e. OUO)
- Any suspicious activity observed

Incidents of Security Concern should be reported immediately in person. Incidents of Security Concern are events that at the time of occurrence have yet to be determined to be a violation of law but are of such concern to the safeguards and security program as to warrant immediate review, inquiry and subsequent assessment and reporting.

Personnel must be authorized to access the Y-12 Site via one of the following:

- Photo badge: Issued by the Y-12 Operating Contractor to Contractor employees authorized access for more than 6 continuous months.
- Temporary badge: Issued by the Y-12 Operating Contractor for photo-badged individuals who have lost or forgotten their badge.
 - For forgotten badges, the temporary badge will have an identified expiration date and must be returned with the photo- badge to reset the photo-badge access.
 - For lost photo-badges, temporary badges will be effective until a new photo-badge is re-issued. At that time, the temporary badge must be returned prior to receiving a new photo-badge.
- Visitor badge: Issued by the Y-12 Operating Contractor for access by an individual for visits of 6 continuous months or less (i.e., material and equipment delivery personnel, consultants, specialty contractor personnel, testing personnel, etc.). At the end of the visit, visitor badges must be returned to the Y-12 Operating Contractor by either returning the badge to the Visitor Center or placing in one of the badge drop boxes located throughout the Y-12 site.

While on-site, personnel must wear their issued badge above the waist, with the photo showing.

Per the Y-12 Site access policy, upon entering and exiting the site, all hand-carried items are subject to search. Random searches of vehicles, personnel, and work sites may be conducted on federal property.

Except as otherwise authorized in writing by the DOE, the Contractor shall insert these provisions in subcontracts.